



Terms and Conditions

Welcome to SnappyRent2Own.com (the "Site"). Please read these Terms and Conditions carefully. If you are unwilling to accept the terms and conditions herein, please do not use the Site. By using the Site, you are agreeing to abide and be bound by the following Terms and Conditions ("Terms").

1. Use of Site Content

Content, including but not limited to text, software, music, sound, photographs, trademarks, service marks, logos, video, graphics or other material contained on this Site or presented to you through this Site ("Content"), is protected by copyright, trademarks, service marks, Site marks, patents or other proprietary agreements and laws (collectively, "Intellectual Property Rights"). You are only permitted to use Content as expressly authorized herein or in writing by the Site owner ("Company"). These Terms do not transfer any right, title, or interest in the Site or the Content to you, and Company and its third party advertisers and affiliates retain all of its and their respective right, title and interest to the Site and Content.

Except as provided in these Terms, you may not use, download, upload, copy, modify, print, display, perform, reproduce, publish, license, rent, lease, loan, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, including without limitation by way of framing or hyper-linking, without Company's permission. Requests for such permission should be made to info@SnappyRent2Own.com, and/or 2213 Forest Hills Drive, Suite 3, Harrisburg, PA 17112, United States.

Except as expressly provided in these Terms, nothing contained in these Terms or on the Site shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, under any of our Intellectual Property Rights or under any third party's Intellectual Property Rights. All rights not expressly granted herein are reserved.

2. General This Site is not affiliated with, endorsed by, authorized by, or associated in any way with any government (whether federal or state), government agency, military, or country. The Site and Content have been prepared for general information purposes only. By using this Site, you expressly agree that any such use is solely for personal, non-commercial use. The Site provides links to other websites and access to content, products

and services of third parties, including without limitation, Company's third party advertisers, affiliates and strategic partners ("Third Party Sites"). You should refer to the separate terms of use, privacy policies, and other rules posted on Third Party Sites before you use them. Company is not responsible for and expressly disclaims responsibility for (a) the availability of, or content provided on, Third Party Sites; (b) third party content accessible through the Site, including opinions, advice, or statements (and you understand that you bear all risks associated with the use of such content); (c) any loss or damage of any sort you may incur from dealing with any third party; or (d) your dealings with any third parties found on or through the Site, including your participation in promotions, the payment for and delivery of goods if any, and any terms, conditions, warranties, or representations associated with such dealings. Company's inclusion of a link to a Third Party Site does not imply that Company endorses the Third Party Site or any content or statements made therein, or vice versa. You are under no obligation to transact business with any of the Third Party Sites.

3. Prohibited Use of the Site You may not:

Send unsolicited commercial email to the email addresses provided on the Site;

Delete, modify or attempt to change or alter any of the Content on the Site;

Use any device, software or routine that interferes with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with another's use of the Site;

Use the Site or the Content, intentionally or unintentionally, in any manner inconsistent with or in violation of any applicable laws or regulations or in violation of the rules of any other website providers, websites, chat rooms or the like, including, without limitation, laws regarding import/export of technical data by virtue of your online transmission;

Use any "robot," "spider" or other automatic or manual device or process for the purpose of compiling information on the Site for purposes other than for a generally available search engine; or

Use any Company name, service marks, or trademarks without prior written consent, including as metatags or hidden text.

4. Not Legal Advice The Content on the Site is intended to provide information only and is not legal advice of Company. Any opinions expressed through Content on the Site are the opinions of the particular author and may not reflect the opinions of Company.

5. Modifications to Terms Company may change these Terms from time to time, without prior notice, by posting the modified Terms on the Site, which may be accessed by clicking the "Terms and Conditions" link at the bottom of the homepage. Your continued use of this Site following any changes to the Terms constitutes your acceptance of those changes. If you object to any provision of these Terms or any subsequent modification, or become dissatisfied with the Site in any way, your sole recourse is to immediately terminate your use of the Site.

6. Termination and Modification Company reserves the right to modify or terminate these Terms or your access to the Site (or portions of the Site), temporarily or permanently, with or without notice to you, and is not obligated to support or update the Site. These Terms shall survive termination of these Terms or your right to access to the Site. You acknowledge and agree that Company shall not be liable to you or any third party in the

event that it exercises its right to modify or terminate access to the Site (or portions of the Site). Unless explicitly stated otherwise, any new features that augment or enhance the current Site will be subject to these Terms.

7. Privacy Company will treat any information it collects from you in accordance with its Privacy Policy, which is incorporated by reference herein.

8. Copyright Infringement In accordance with the Digital Millennium Copyright Act ("DMCA"), <http://lcweb.loc.gov/copyright/>, Company has designated an agent to receive notifications of alleged copyright infringement associated with the Site. Company will, upon receiving proper notice as set forth below, use commercially reasonable efforts to remove or disable access to any such material as set forth in the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent: info@SnappyRent2Own.com, and/or 2213 Forest Hills Drive, Suite 3, Harrisburg, PA 17112, United States. When notifying Company of the alleged copyright infringement, please include all of the following information:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing and information reasonably sufficient to locate the material;

Information reasonably sufficient to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;

A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

If material is believed in good faith by Company to infringe a copyright or otherwise violate any intellectual property rights, Company will remove or disable access to any such material. If you believe that a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notification, you may file a Counter-Notification in Response to Claim of Copyright Infringement with Company's copyright agent, identified above. You may want to seek independent legal counsel before filing a notification or counter-notification.

Disclaimer To the fullest extent permissible pursuant to applicable law, the site and all content, materials, information, products and services provided on the site, are provided on an "AS IS" and "AS AVAILABLE" basis. Company expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, integration, non-interference with enjoyment, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Company makes no warranty, and expressly disclaims any obligation, that: (A) The site will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (B) The content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances; (C) The results that may be obtained from the use of the site or any services offered through the site will be accurate or reliable; (D) The quality of any products, services, information,

or other material obtained by you through the site will meet your expectations; or (E) That defects, if any, will be corrected. You understand and agree that any content, material and/or data downloaded or otherwise obtained through the use of the site is used at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such content, material and/or data.

Limitation of Liability In no event shall Company be liable for any direct, indirect, incidental, special, punitive, or consequential damages, or damages for cost of procurement of substitute services, loss of profits, revenue, data, goodwill, or use, incurred by you or any third party, whether in an action in contract or tort (including negligence and strict liability), arising from your access to or inability to access, or use of, the site or any services provided in connection with the site, or otherwise resulting from: (1) The cost of procurement of substitute services, goods, or websites, (2) Unauthorized access to or alteration of your transmissions or data, (3) The statements or conduct of any third party on the site, or (4) Any other matter relating to the site, even if company was advised that such damages were likely not possible. This limitation on liability applies to, but is not limited to, the transmission of any disabling device or viruses which may infect your equipment or system, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, bodily injury, property damage, operator errors, strikes or other labor problems or any force majeure. Some jurisdictions do not allow certain limitations or exclusions of liability in some circumstances. Accordingly, some of the foregoing limitations may not apply to you.

Indemnity You agree to indemnify, defend and hold harmless Company, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, from any claim, demand, liability, dispute, damage, cost, expense, or loss, including reasonable attorneys' fees and costs of litigation, arising out of, or in any way connected with your use of or access to the Site, your use of the Content, your linking to the Site or your violation of these Terms.

Governing Law and Dispute Resolution These Terms shall be governed by the laws of the state of California without regard to its choice of law rules. You consent to personal jurisdiction by the state and federal courts located in Los Angeles County, California. Any dispute arising out of or in connection with these Terms or your use of any Content or this Site or your access to or links to this Site, shall be resolved by binding arbitration before a neutral arbitrator administered by JAMS in Charlotte, NC, in accordance with its applicable arbitration rules, as then in effect.

General If any provision of these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms will remain in effect. Company's failure to act with respect to a breach by any person using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. Company may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you. You may not assign these Terms without the prior written consent of Company. These Terms, the Privacy Policy, any operating rules, policies, or procedures that may be posted from time to time by Company on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such

subject matter. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Limitation of Actions You agree that any claim or cause of action arising out of your use of the Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Company to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW OR UNLESS YOU OPT-OUT.

Further below, the vendor should include the following language:

Agreement to Arbitrate

You and we each agree that any and all disputes or claims that relate to or arise from your use of or access to our Services, or any products or services sold, offered, or purchased through our Services, including any contact from our subsidiaries, affiliates, or agents, shall be resolved exclusively through final and binding arbitration between us and you, or between our subsidiaries, affiliates, or agents and you, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this "Agreement to Arbitrate").

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and we agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. Unless both you and us agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award relief, including monetary, injunctive, and declaratory relief, only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect our other users.

Arbitration Procedures

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-

Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules and a form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Pennsylvania including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This arbitration provision shall survive termination of this Agreement to Arbitrate and the closing of your Account or your use of or access to our Services, or any products or services sold, offered, or purchased through our Services.

Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will arrange to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

Confidentiality

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

Severability

Except for any of the provisions in this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the

provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non- Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

Acknowledgment You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

Contact Information If you have any questions regarding these Terms or the Site, please contact Company at:

SnappyRent2Own.com

2213 Forest Hills Drive, Suite 3, Harrisburg, PA 17112, United States